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**Indiana Housing Finance Authority****2005 Indiana Housing Finance Authority Application**

- ☒ Application for "**Conditional**" Reservation of Rental Housing Financing
- ☐ Application for "**Final**" Allocation of Rental Housing Financing

Date: 8/12/2005

Development Name: Brokenburr Phase IIA

Development City: Indianapolis

Development County: Marion

Application Fee: \$1,500

Building Identification Number (BIN):

Application Number (IHFA use only)

Applicable Percentage (IHFA use only)

## INDIANA HOUSING FINANCE AUTHORITY

### Rental Housing Finance Application

- ☒ Application for "Conditional" Reservation of Rental Housing Financing
- ☐ Application for "Final" Allocation of Rental Housing Financing

This Application for Rental Housing Financing (this "Application") is provided by the Indiana Housing Finance Authority (sometimes referred to herein as "IHFA" or the "Authority"), pursuant to Section 42 of the Internal Revenue Code and rules and regulations promulgated thereunder, as amended (the "Code"), and the current Qualified Allocation Plan, as adopted by the Authority and duly approved by the Governor of the State of Indiana (the "Allocation Plan"). BEFORE COMPLETING THIS APPLICATION, YOU SHOULD REVIEW THE ALLOCATION PLAN TO DETERMINE WHETHER YOUR PROPOSED DEVELOPMENT MEETS THE THRESHOLD CRITERIA REQUIRED BY THE AUTHORITY, AS SET FORTH IN THE ALLOCATION PLAN. Applications which fail to meet the minimum criteria will not be eligible for funding.

### APPLICATION PACKAGE SUBMISSION GUIDELINES

- 1 No Application will be considered without the Applicant's submission of a brief narrative summary (limit 3 pages) describing the need for the Development within the community and the Development itself. This narrative should give an accurate depiction of how this development will benefit the particular community. Generally, the summary should include the following points:

- Development and unit description
- Amenities in and around the Development
- Area's needs that the Development will help most
- Community support and/or opposition for the Development
- The constituency served by the Development
- Development quality
- Development location
- Effective use of resources
- Unique features
- Services to be offered

- 2 Your assistance in organizing your submissions in the following order will facilitate the review of your Application for a "Conditional" Reservation of Rental Housing Financing. Documentation included with the Application must be submitted in the order set forth on the Development Submission Checklist. Documentation for each applicable tabbed section of the application for which it applies should be placed in a legal size 1/3 tab cut manila file folder. Each file folder should be labeled with typewritten 1/3 cut file folder labels accordingly. A template to use to print labels for manila file folders is located in Schedule H. File folders should then be inserted in a 14 3/4"x 9 1/2" red file pocket with 5 1/4" expansion. See Schedule H.
- 3 The Application form must be signed by the Applicant, duly notarized and submitted in triplicate originals [Form A (the application) only - DO NOT SUBMIT TRIPLICATE ORIGINALS OF ANY OTHER PAGES], together with the required application fee. Inclusion of the items on the Development Submission Checklist in support of the Application is strongly encouraged and will likely impact the number of points for which you are eligible under IHFA's evaluation system of ranking applications, and may assist IHFA in its determination of the appropriate amount of credits that it may reserve for the development.
- 4 Applicants applying for IHFA HOME Funds and/or Trust Fund loan must submit each of the following in addition to the requirements noted above:
  - One (1) copy of the Rental Housing Finance Application (Application only)
  - One (1) original of the Trust Fund and/or HOME Funds Supplement application
  - Five (5) copies of the Trust Fund and/or HOME Funds Supplement application

Threshold Items	Document Submitted Yes/No	Document Location (Tab)	Notes/Issues
<b>1. Development Feasibility</b>			
<b>Document Submitted:</b>		Tab A	
~ Application	Yes		
~ Third party documentation of sources, costs & uses of funds	Yes		
~ 15 Yr. pro-forma (Housing, Commercial, combined)	N/A		
~ Other (List Below):			
<b>2. Highest locally elected official notified of the development</b>			
<b>Documents Submitted:</b>		Tab C	
~ Form R	Yes		
~ Copy of letter/information submitted	Yes		
~ Returned Receipt from the certified mail	Yes		
~ Written response from the local official	Yes		
~ Other (List Below):			
<b>3. Not-for-profit competing in any set-aside</b>	N/A		
<b>Document Submitted:</b>		Tab B	
~ Signed Board Resolution by the Not-for-profit's Board of Directors	N/A		
<b>4. Market Study prepared by a disinterested third party showing sufficient demand</b>	Yes		
<b>Document Submitted by market analyst to IHFA</b>		Tab M	
<b>5. Applicant, Owner and/or Developer has not received \$750,000 or more in annual RHTCs and/or has successfully completed at least 1 Multi-family development in Indiana (issuance of IRS Form 8609)</b>	Yes		
<b>Document(s) Submitted:</b>		Tab L	
~ List of all tax credit Developments and participation in the Development (Applicant, Owner & Developer)	Yes		
<b>6. Costs expended to date are less than 50% of total development costs.</b>	Yes		
<b>Document Submitted:</b>		Tab A	
~ Application	Yes		
<b>7. Applicant, Developer, management agent, other development team members demonstrate financial, Developmental, and managerial capabilities to complete and maintain property through compliance period.</b>			
<b>Document(s) Submitted:</b>		Tab D	
~ Financial Statements of GP or principals	Yes		
~ Tax Returns of GP or principals	Yes		
~ Resume of Developer	Yes		
~ Resume of Management Agent	Yes		
~ Other (List Below):			
<b>8. Completed Application with Application Fee</b>			
<b>Document(s) Submitted:</b>		Tab A	
~ Application (Form A)	Yes		
~ Narrative Summary	Yes		
~ Check for appropriate Application Fee	Yes		

<b>9. Evidence of Site Control</b>			
<b>Document(s) Submitted:</b>			Tab E
~ Purchase Agreement	N/A		
~ Title commitment	Yes		
~ Warranty Deed	N/A		
~ Long Term Lease	N/A		
~ Option	N/A		
~ Attorney's opinion	N/A		
~ Adopted Resolution of the applicable commission	Yes		
~ Letter from the applicable governmental agency	N/A		
~ Other (List Below):	Yes		
Memorandum of Agreement, Phase I Ground Lease			
<b>10. Development Site Information</b>			
<b>Documents Submitted:</b>			Tab F
~ Schematics	Yes		
~ Perimeter Survey	Yes		
~ Site plan (showing flood plain and/or wetlands)	Yes		
~ Floor plans	Yes		
<b>11. Lender Letter of Interest</b>			
<ul style="list-style-type: none"> <li>- lender has reviewed the same application submitted or to be submitted by the Applicant to the Authority to which such letter of interest related;</li> <li>- lender expressly acknowledges that the development will be subject specifically to the "40-60" or "20-50" set-asides, and extended use restriction elections made by the Applicant</li> <li>- such lender has reviewed the Minimum Underwriting Criteria set forth in this Allocation Plan; and</li> <li>- any other special use restriction elections made by the Applicant, which give rise to additional points in this Allocation Plan.</li> <li>- the terms of the loan including loan amount, interest rate, and term of the loan</li> </ul>			
<b>Document Submitted:</b>			Tab G
~ Lender Letter of Interest	Yes		
<b>12. Financing Not Yet Applied For</b>			
<b>Document Submitted:</b>			Tab G
~ Certification of eligibility from Applicant	Yes		
<b>13. Equity Letter of Interest</b>			
<ul style="list-style-type: none"> <li>- Such investor has reviewed the same application and market study submitted or to be submitted by the Applicant to the Authority in support of the Rental Housing Financing for the Development to which such letter of interest relates</li> <li>- Such investor expressly acknowledges that the development will be subject specifically to the "40-60" or "20-50" set-asides, and extended use restriction elections made by the Applicant</li> <li>- such investor has reviewed the Minimum Underwriting Criteria set forth in this Allocation Plan; and</li> <li>- any other special use restriction elections made by the Applicant, which give rise to additional points in this Allocation Plan.</li> </ul>			
<b>Document Submitted:</b>			Tab H
~ Equity Letter of Interest	Yes		
<b>14. Funding/Financing already awarded</b>			
<b>Document Submitted:</b>			Tab G
~ Copy of Award Letter	Yes		

15. Public and Private facilities are or will be accessible prior to completion			
<b>Document Submitted:</b>		Tab I	
~ Map showing public and private facilities in relation to the development	Yes		
16. Color photographs of the existing site and structures			
<b>Document Submitted:</b>		Tab I	
~ Photographs of the site	Yes		
17. Zoning			
<b>Document Submitted:</b>		Tab J	
~ Letter from zoning authority stating site is properly zoned (without need for additional variance)	Yes		
~ Copy of all approved variances	Yes		
~ PUD documentation (if applicable)	Yes		
18. Utility Availability to Site			
<b>Document(s) Submitted from appropriate entity:</b>		Tab K	
~ Water	Yes		
~ Sewer	Yes		
~ Gas	Yes		
~ Electric	Yes		
~ Current Utility Bills	N/A		
19. Compliance Monitoring and Evidence of Compliance with other Program Requirements			
<b>Documents Submitted:</b>		Tab L	
~ All development team members with an ownership interest or material participation in any affordable housing Development must disclose any non-compliance issues and/or loan defaults with all Authority programs.	Yes		
~ Affidavit from any principal of the GP and each development team member disclosing his/her interest in and affiliation with the proposed Development	Yes		
20. Characteristics of the Site are suitable for the construction, rehabilitation and operation of the proposed Development - No Development will be considered if any buildings are or will be located in a 100-year flood plain at the placed in service date or on a site which has unresolvable wetland problems or contains hazardous substances or the like that cannot be mitigated.			
<b>Documents Submitted:</b>		Tab F	
~ Completed Environmental Phase I (addresses both flood plain and wetlands.)	Yes		
~ FEMA conditional letter of reclassification	N/A		
~ Mitigation plan including financing plan	N/A		
~ Documentation from Civil Engineer	Yes		
~ Resume for Civil Engineer	Yes		
~ FEMA map	Yes		
21. Affirmative Fair Housing Marketing Plan			
<b>Document Submitted:</b>		Tab N	
~ Form K	Yes		
22. Federal Fair Housing Act and Indiana Handicapped Accessibility Code			
<b>Document Submitted:</b>		Tab N	
~ Fair Housing Act Accessibility Checklist - Form E	Yes		

23. Pre-1978 Developments (i.e. buildings) Proof of Compliance with the Lead Based Paint Pre-Renovation Rule	N/A		
<b>Document Submitted:</b>		Tab N	
~ Form J	N/A		
24. Developments Proposing Commercial Areas	N/A		
<b>Document(s) Submitted:</b>		Tab F	
~ Detailed, square footage layout of the building and/or property identifying residential and commercial areas	N/A		
~ Time-line for complete construction showing that all commercial areas will be complete prior to the residential areas being occupied	N/A		
25. RHTCs being used to Acquire the Development	N/A		
<b>Document Submitted:</b>		Tab O	
~ Fair market appraisal (within 6 months)	N/A		
26. Rehabilitation Costs must be in Excess of \$7,000 per unit (Must be in excess of \$10,000 per unit if competing in the Preservation Set-aside)	N/A		
<b>Document Submitted:</b>		Tab O	
~ Capital Needs Assessment - Schedule H	N/A		
~ Form C	N/A		
27. Form 8821 <i>Provide only if Requested by IHFA</i>		Tab Z	
28. Minimum Underwriting Guidelines			
~ Total Operating Expenses - supported in Market Study	Yes		
~ Management Fee - 5-7% of "effective gross income" 1-50 units 7%, 51-100 units 6%, and 100+ units 5%	Yes		
~ Vacancy Rate 6-8%	Yes		
~ Rental Income Growth 1-3% /yr	Yes		
~ Operating Reserves - four (4) to six (6) months (Operating Expenses plus debt service)	Yes		
~ Replacement Reserves per unit New Construction: \$250 - \$300 Rehabs: \$300 - \$350	Yes		
~ Operating Expense Growth 2-4% /yr	Yes		
~ Stabilized debt coverage ratio 1.15 - 1.35 (Maintain at least a 1.1 throughout Compliance Period)	Yes		
~ Minimum cash for Developments with no debt \$250 per unit	N/A		
<b>Document(s) Submitted:</b>		Tab A	
~ Data Supporting the operating expenses and replacement reserves	N/A		
~ Documentation of estimated property taxes & insurance	yes		
~ Detailed explanation why development is underwriting outside these guidelines	N/A		
~ Third party documentation supporting explanation	N/A		
~ Other			
29. Grants/Federal Subsidies			
<b>Document Submitted:</b>		Tab G	
~ Explanation of how the funds will be treated in Eligible Basis, the reasonableness of the loan to be repaid, and the terms of the loan.	Yes		

<b>30. Credits requested does not exceed the maximum credit per unit:</b> 1-35 units = \$8,180 (QCT \$10,635) 36-60 units = \$7,670 (QCT \$9,970) 61-80 units = \$7,180 (QCT \$9,305) Over 80 units = \$6,645 (QCT \$8,640) <b>Credits requested above the maximum MUST PROVIDE:</b> ~ Clear and convincing evidence for the need of additional credits ~ Applicant has exhausted all sources of financing ~ Provide third-party documentation <b>Document Submitted:</b> ~ Letters from Lenders ~ Other (List Below):	N/A	Tab A	
<b>31. Request does not exceed \$750,000 and owner, developer or applicant has not received more than \$1,500,000 per year (This excludes tax exempt bonds)</b> <b>Document Required:</b> ~ Application	Yes	Tab A	
<b>32. Developer Fee, including consulting fee, is within guidelines</b> <b>Document(s) Submitted:</b> ~ Deferred Development Agreement/Statement ~ Not-for-profit resolution from Board of Directors allowing a deferred payment	Yes N/A N/A	Tab G	
<b>33. Contractor Fee is within guidelines</b>	Yes		
<b>34. Development satisfies all requirements of Section 42</b> <b>Document(s) Submitted:</b> ~ Completed and Signed Application with certification	Yes	Tab A	
<b>35. Private Activity Tax-Exempt Bond Financing</b> <b>Documents Required:</b> ~ Inducement Resolution ~ Attorney's Opinion	N/A		
<b>36. Not-for-profit set-aside</b> <b>Documents Required:</b> ~ Articles of Incorporation ~ IRS documentation 501(c)(3) ~ NFP Questionnaire	N/A	Tab B	
<b>36. Additional Documents Submitted</b> <b>List documents:</b> <b>Support Letters, Media coverage</b>		Tab Z	
<b>Evaluation Factors</b>	<b>Self Score</b>	<b>IR2 Use</b>	<b>Notes/Issues</b>
<b>1. Rents Charged</b> <b>A. Lower Rents Charged</b> % at 30% Area Median Income Rents 1. 5 - 10% (2 points) 2. 11% + (5 points)	5		
% at 40% Area Median Income Rents 1. 15 - 20% (2 points) 2. 21% + (5 points)	5		

<b>% at 50% Area Median Income Rents</b>				
1. 20 - 30% <b>(2 points)</b>				
2. 31 - 50% <b>(5 points)</b>				
3. 51% + <b>(10 points)</b>		10		
<b>B. Market Rate Rents</b>				
1. 5 - 10% <b>(2 points)</b>				
2. 11% + <b>(5 points)</b>		5		
<b>Subtotal (25 possible points)</b>		25		
<b>2. Contituency Served</b>				
1. Homeless Transitional <b>(0-5 points)</b>		0		
<b>Document Required:</b>				
~ written referral agreement signed and agreed to by all parties - Place in Tab R				
~ Resume of organization providing services - Tab R				
2. Persons with Disabilities <b>(0-5 points)</b>		2		
<b>Document Required:</b>				
~ written referral agreement signed and agreed to by all parties - Place in Tab R				
~ Resume of organization providing services - Tab R				
<b>Subtotal (10 possible points)</b>		2		
<b>3. Development Characteristics</b>				
<b>A. Unit Types</b>				
1. 30% units 2 bedrooms, or <b>(2 points)</b>				
2. 45% units 2 bedrooms <b>(4 points)</b>		4		
3. 15% units 3 bedrooms, or <b>(2 points)</b>				
4. 25% units 3 bedrooms <b>(4 points)</b>		4		
5. 5% units 4 bedrooms, or <b>(2 points)</b>				
6. 10% units 4 bedrooms <b>(4 points)</b>		4		
7. Single Family/Duplex <b>(3 points)</b>				
<b>B. Development Design</b>				
1. 10 amenities in Column 1 <b>(1 point)</b>		1		
2. 5 amenities in Column 2 <b>(1 point)</b>		1		
3. 3 amenities in Column 3 <b>(1 point)</b>		1		
<b>Document Required:</b>				
~ Form B - Place in Tab F				
<b>C. Universal Design Features</b>				
1. Ten (10) Universal Design Features <b>(1 point)</b>		1		
<b>Document Required:</b>				
~ Form S - Place in Tab F				
<b>D. Unit Size</b>				
1. Efficiency/0 BR > 375 sq ft/Rehab 350 sq ft <b>(1 point)</b>		1		
2. 1 BR > 675 sq ft/Rehab 550 sq ft <b>(1 point)</b>		1		
3. 2 BR > 875 sq ft/Rehab 680 sq ft <b>(1 point)</b>		1		
4. 3 BR > 1075 sq ft/Rehab 900 sq ft <b>(1 point)</b>		1		
5. 4 BR + > 1275 sq ft/Rehab 1075 sq ft <b>(1 point)</b>		1		
<b>Document Required:</b>				
~ Form H - Place in Tab F				
				All Units meet square footage requirements-Max Points



<b>E. Existing Structure</b>			
1. % of total development that was converted from a vacant structure			
25% (1 point)	0		
50% (2 points)	0		
75% (3 points)	0		
100% (4 points)	0		
<b>Required Document:</b> ~ Form I - Place in Tab O			
<b>F. Development is Historic in Nature</b>			
1. Listed on the National Register of Historic Places (1 point)	0		
<b>Required Document:</b> ~ Letter from the National Park Service or verification of listing from their website - Place in Tab U			
2. Utilizes Historic Tax Credits (2 points)	0		
<b>Required Document:</b> ~ Copy of historic application and approved Part I Place in Tab U			
<b>G. Preservation of Existing Affordable Housing</b>			
1. RHTC that have/will Expire (3 points)	0		
<b>Required Document:</b> ~ Statement from Applicant - Place in Tab U			
2. HUD or USDA Funded (1-3 points)	0		
<b>Required Document:</b> ~ Letter from HUD or USDA stating priority designation Place in Tab U			
3. Revitalization Plan for a HOPE VI grant (3 points)	3		
<b>Required Document:</b> ~ Copy of Revitalization Plan and award letter for the HOPE VI funds - Place in Tab U			
4. Preservation of any affordable housing Development (2 points)	0		
<b>Required Document:</b> ~ Third Party documentation - Place in Tab U			
<b>E. Energy Efficiency Requirements</b>			
1. HVAC and Windows (1 point)	1		
2. Three (3) Appliances (1 point)	1		Refrigerator, Dishwasher, Ceiling Fan
<b>Required Document:</b> ~ Form G & Supporting Documentation - Place in Tab F			
<b>Subtotal (35 possible points)</b>		26	
<b>4. Financing</b>			
<b>A. Government Participation</b>			
1. Up to 1% of total development costs (1 point)			
2. Over 1% - 3% of total development costs (2 points)			
3. Greater than 3% of the total development costs (3 points)	3		
<b>Required Document:</b> ~ Letter from the appropriate authorized official approving funding and stating the amount of monetary funding Place in Tab C			
<b>B. RHTCs as Part of the Overall Financing Structure</b>			
1. 70% - 80% of total development costs (1 point)			
2. 60% - 69.99% of total development costs (2 points)			
3. < or equal to 59.99% of total development costs (3 points)	3		
<b>Subtotal (6 possible points)</b>		6	

<b>5. Market</b>		
<b>A. Difficult to Develop Area - QCTs (3 points)</b>	0	
<b>Required Document:</b> ~ Census Tract Map - Place in Tab I		
<b>B. Local Housing Needs</b>		
1. 1/2% - 1 1/2% and does not exceed 1350 units (1.5 points)	0	
2. < 1/2% and does not exceed 800 units (3 points)	0	
<b>Required Document:</b> ~ Form F With a list of all tax credit and bond developments. Place in Tab C		
<b>C. Subsidized Housing Waiting List (2 points)</b>	2	
<b>Required Document:</b> ~ Agreement signed by both the owner and the appropriate official for the local or regional public housing representative. Place in Tab R		
<b>D. Community Revitalization Preservation (3 points)</b>	3	
<b>Required Document:</b> ~ Letter from highest local elected official - Tab U ~ Certification from Architect - Tab U ~ Hope VI approval letter from HUD - Tab U		
<b>E. Lease Purchase (1 point)</b>	0	
<b>Required Documents:</b> ~ Detailed outline of lease purchase program ~ Lease-Purchase agreement signed by all parties. Place in Tab S		
<b>Subtotal (12 possible points)</b>	5	
<b>6. Other</b>		
<b>A. Community Development (1-2 points)</b>	2	
<b>Required Document:</b> ~ Form R fully completed and signed by highest local official (or authorized designee) Place in Tab W		
<b>B. Minority/Women Participation (2 points)</b>	2	
<b>Required Document:</b> ~ Certification from Indiana Department of Administration Place in Tab T ~ All applicable Development, management & contractor agreements (w/fee structure) - Tab T		
<b>C. Unique Features or Circumstances (3 points)</b>	3	
<b>Required Document:</b> ~ Detailed description of all unique aspects to the development. Place in Tab P		
<b>C. Services</b>		
1. Commitments for Moderate Services (1 point)		
2. Commitments for Exceptional Services (2 points)	2	
<b>Required Document:</b> ~ Written agreements signed by all parties. Place in Tab Q		
<b>D. Technical Correction Period (3 points)</b>	3	
~ Development must pass Threshold without any technical errors or incomplete information		
<b>Subtotal (12 possible points)</b>	12	
<b>Total Development Score (100 possible points)</b>	76	

Select financing type (check all that apply)	Set-Aside(s) MUST select all that apply. See CAP (Applicable for Rental Housing Tax Credits ONLY)
<input checked="" type="checkbox"/> Rental Housing Tax Credits (RHTC) <input type="checkbox"/> Multi-Family Tax Exempt Bonds <input type="checkbox"/> Low Income Housing Trust Fund (MUST complete Trust Fund Supplement. See Form R) <input type="checkbox"/> IHFA HOME Investment Partnerships (MUST complete HOME Supplement. See Form S)	<input type="checkbox"/> Not-for-Profit <input type="checkbox"/> Elderly <input type="checkbox"/> Small City <input checked="" type="checkbox"/> Preservation <input checked="" type="checkbox"/> Large City <input type="checkbox"/> Rural <input type="checkbox"/> Lowest Income <input type="checkbox"/> Persons with Disabilities

**A. Development Name and Location**

1. Development Name Brokenburr Phase IIA  
 Street Address Raymond and Perkins  
 City Indianapolis County Marion State IN Zip 46203
2. Is the Development located within existing city limits? ☒ Yes ☐ No  
 If no, is the site in the process or under consideration for annexation by a city? ☐ Yes ☐ No  
 date: \_\_\_\_\_
3. Is development located in a Qualified Census Tract or a difficult development area? ☐ Yes ☒ No  
 a. If Yes, Census Tract # \_\_\_\_\_ If No, Census Tract # 3576  
 b. Is development eligible for adjustment to eligible basis? ☐ Yes ☒ No
4. Congressional District 7 State Senate District 32 State House District 97

**B. Funding Request (\*\* for Initial Application Only)**

1. Total annual credit amount requested with this Application (Final Allocation request can not exceed amount previously approved by IHFA Board for the development) \$ 458,729
2. Total annual credit amount requested from Persons with Disabilities set-aside \$ -
3. Percentage of units set-aside for Persons with Disabilities 5%
4. Total amount of Multi-Family Tax Exempt Bonds requested with this Application \$ -
5. Total amount of IHFA HOME funds requested with this Application \$ -
6. Total amount of Trust Fund loan requested with this Application \$ -
7. Have any prior applications for IHFA funding been submitted for this Development? ☒ Yes ☐ No

If yes, please list the name of the Development(s), date of prior application, type of funding request (with amount) and indicate what information has changed from the prior application. **Place information in Tab Y of the application package.**

footnotes: \_\_\_\_\_

8. Total annual tax credit amount requested with all applications (including this Application) submitted to the Authority in 2005 (current year) \$ 458,729 \*\*
9. Total annual tax credit amount awarded with all applications submitted to the Authority in 2005 (current year) \$ - \*\*
10. Total Multi-Family Tax Exempt Bonds requested with all applications (including this Application) submitted to the Authority in 2005 (current year) \$ - \*\*
11. Total Multi-Family Tax Exempt Bonds awarded with all applications submitted to the Authority in 2005 (current year) \$ - \*\*

### C. Types of Allocation/Allocation Year

#### 1. Regular Allocation

☒ All or ☐ some of the buildings in the development are expected to be placed in service 12/1/07 (date). For these buildings, the Owner will request an allocation of 2005 (current year) credits this year for:

- ☒ New construction, or  
☐ Rehabilitation, or  
☐ Acquisition and rehabilitation.

#### 2. Carryforward Allocation

All or some of the buildings in the development are expected to be placed in service within two years after the end of this calendar year 2005 (current year), but the Owner will have more than 10% basis in the development before the end of this year, but in any event no later than 6 months from the date of the allocation if the allocation is received within the last 6 months of the calendar year. For these buildings, the Owner will request a carryforward allocation of 2005 (current year) credits pursuant to Section 42(h)(1)(E) for:

- ☐ New construction, or  
☐ Rehabilitation, or  
☐ Acquisition and rehabilitation (even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive Form 8609 for acquisition credits on the building until the year for which the Form 8609 is issued for that building once the rehabilitation work is "placed in service" in 2005 (Year)). See Carry Over Agreement.

#### 3. Federal Subsidies

Federal Subsidies may include: Tax Exempt Bonds, Project Based Section 8, HOME, CDBG, Etc.

- ☐ The development will not receive federal subsidies  
☒ The development will receive federal subsidies for all buildings or some buildings

List type of federal subsidies:

HOME and HOPE VI

footnotes:

**D. Applicant/Ownership Information**

**1. Applicant Information**

Is Applicant the Owner?

☒ Yes ☐ No

Is Applicant an IHFA State Certified CHDO?

☐ Yes ☒ No

Participating Jurisdiction (non-state) Certified CHDO?

☐ Yes ☒ No

Qualified not-for-profit?

☐ Yes ☒ No

A public housing agency (PHA)?

☐ Yes ☒ No

a. Name of Organization BRIndy-II, LP

Contact Person Peter Levavi

Street Address 666 Dundee Road, Suite 1102

City Northbrook State IL Zip 60062

Phone (847) 562-9400 Fax (847) 562-9401

E-mail Address plevavi@brinshore.com

**Applicant's Resume and Financials must be attached**

b. If the Applicant is not the Owner, explain the relationship between the Applicant and the Owner.

c. Has Applicant or any of its general partners, members, shareholders or principals ever been convicted of a felony under the federal or state law of the United States? ☐ Yes ☒ No

d. Has Applicant or any of its general partners, members, shareholders or principals ever been a party (as a debtor) in a bankruptcy proceeding under the applicable bankruptcy law of the United States? ☐ Yes ☒ No

e. Has Applicant or any of its general partners, members, shareholders or principals:

1. Defaulted on any low-income housing Development(s)? ☐ Yes ☒ No

2. Defaulted on any other types of housing Development(s)? ☐ Yes ☒ No

3. Surrendered or conveyed any housing Development(s) to HUD or the mortgagor? ☐ Yes ☒ No

f. If you answered yes to any of the questions in e.1, 2, or 3 above, then please provide additional information regarding these circumstances. You may use additional sheets.

footnotes: \_\_\_\_\_

1. Owner Information

☒ Legally formed  
☐ To be formed

a. Name of Owner BRIndy-II, LP

Contact Person Peter Levavi

Street Address 666 Dundee Road, Suite 1102

City Northbrook State IL Zip 60062

Phone (847) 562-9400 Fax (847) 562-9401

E-mail Address plevavi@brinshore.com

Federal I.D. No. 20-1994670

Type of entity: ☒ Limited Partnership

☐ Individual(s)

☐ Corporation

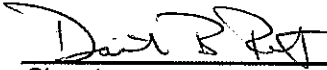
☐ Limited Liability Company

☐ Other \_\_\_\_\_

☒ Owner's Organizational Documents (e.g. partnership agreement) attached  
☒ Owner's Resume and ☒ Financials attached.

**Provide Name and Signature for each Authorized Signatory on behalf of the Applicant.**

1. David Brint, Pres., Brint Development, Inc\*  
 Printed Name & Title

  
 Signature

2. Peter Levavi, Agent  
 Printed Name & Title

  
 Signature

3. \_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Signature

4. \_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Signature

5. \_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Signature

footnotes: \*Member, Brinshore Development, LLC; Member, BRIndy-II, LLC; GP, BRIndy-II, LP

- b. List all that have an ownership interest in Owner and the Development. Must **include** names of **all** general partners (**including the principals of each general partner if applicable**), managing member, controlling shareholders, ect.

Name	Role	Phone #	% Ownership
BRIndy-II, LLC	GP	(847) 562-9400	0.01%
Brinshore Development, LLC	Proj. Manager	(847) 562-9400	40% of BRIndy
The Richman Group of the Midwest		(203) 413-0333	40% of BRIndy
HG Partners, Inc.		(212) 753-9195	20% of BRIndy
See Attached for full ownership chains of all entities under Tab C			
Initial LP (to be replaced at closing)			
David Brint	Initial LP	(847) 562-9400	49.995%
Richard Richman	Initial LP	(203) 413-0333	49.995%

- c. Has Owner or any of its general partners, members, shareholders or principals ever been convicted of a felony under the federal or state laws of the United States? ☐ Yes ☒ No
- d. Has Owner or any of its general partners, members, shareholders or principals ever been a party (as a debtor) in a bankruptcy proceeding under the applicable bankruptcy laws of the United States? ☐ Yes ☒ No
- e. Has Owner or any of its general partners, members, shareholders or principals:
1. Defaulted on any low-income housing Development(s)? ☐ Yes ☒ No
  2. Defaulted on any other types of housing Development(s)? ☐ Yes ☒ No
  3. Surrendered or conveyed any housing Development(s) to HUD or the mortgagor? ☐ Yes ☒ No
- f. If you answered yes to any of the questions in e.1, 2, or 3 above, then please provide additional information regarding these circumstances in Tab L.

footnotes: \_\_\_\_\_

**E. Prior Property Owner Information**

1. List the following information for the person who owned the property immediately prior to Applicant or Owner's acquisition.

Name of Organization Indianapolis Housing Agency\*

Contact Person Bud Myers, Executive Director

Street Address 1919 North Meridian

City Indianapolis State IN Zip 46202

Type of Entity: ☐ Limited Partnership ☐ Individual(s)  
☐ Corporation ☒ Other PHA

2. What was the prior use of the property? Public Housing Development-Brokenburr Trails

3. Is the prior owner related in any manner to the Applicant and/or Owner or part of the development team?  
☐ Yes ☒ No

If yes, list type of relationship and percentage of interest, if applicable.

**F. Applicant/Owner Experience**

Provide a list of all developments (in all states) for which the Applicant, Owner, members, shareholders, principals, and each development team member herein have received an allocation of RHTC, Multi-family Tax Exempt Bonds, HOME Funds, 501(c)(3) Bonds, Trust Fund, and/or CDBG. Please identify whether each development was a rehabilitation of an existing development or new construction, the award amount, the funding source, and the award number (e.g. Building Identification Number (BIN), grant number, ect.) Please Provide in Tab L.

**G. Development Team Information**

1. Attorney Debbie Kleban

Firm Name Applegate & Thorne-Thomsen

Phone (312) 491-3323 Fax (312) 421-6162

E-mail Address dkleban@att-law.com

2. Bond Counsel (if applicable) \_\_\_\_\_

Firm Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail Address \_\_\_\_\_

footnotes: \*IHA will continue to own the land and ground lease it to owner



3. Developer (contact person) Peter Levavi

Firm Name BRIndy, LLC

Phone (847) 562-9400 Fax (847) 562-9401

E-mail address plevavi@brinshore.com

4. Accountant (contact person) Bruce Schiff

Firm Name The Reznick Group

Phone (773) 777-4445 Fax (773) 777-6557

E-mail address bruce@fls-cpa.com

5. Consultant (contact person) \_\_\_\_\_

Firm Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail address \_\_\_\_\_

6. Management Entity (contact person) Richard Doetsch

Firm Name WRMC, Inc.

Street Address 340 Pemberwick Road

City Greenwich State CT Zip Code 06831

Phone (203) 869-0900 Fax (203) 869-1034

E-mail address doetschr@trgofct.com

7. General Contractor (contact person) Marvin Murdock

Firm Name Powers & Sons

Phone (317) 269-2550 Fax (317) 269-2569

E-mail address mmurdock@powersandsons.net

8. Architect (contact person) Kevin Pierce

Firm Name Farr Associates

Phone (312) 408-1661 Fax (312) 408-1496

E-mail address kevin@farrside.com

**If the Development will be utilizing Multi-family Tax Exempt Bonds, you must provide a list of the entire development team in addition to above.**

footnotes: See attached for additional team member: Community Center Architect, A2SO4

**Additional Development Team Members**  
**Brokenburr Phase IIA**

Community Center/Management Office Architect: A2SO4  
Contact: Sanford Garner  
Address: 300 South Meridian, Indianapolis, Indiana 46204  
Phone: (317) 388-8850 Fax: (317) 506-4411  
Email: [sanford@a2so4.com](mailto:sanford@a2so4.com)

If any member of the development team has any financial or other interest, directly or indirectly, with another member of the development team, and/or any contractor, subcontractor, or person providing services to the Development for a fee, then a list and description of such interest(s) should be provided in TAB L. (Check appropriate box)

☐ No identities of interest

☒ Yes, identities of interest

#### H. Not-for-profit Involvement

Articles of Incorporation and IRS documentation of status must be submitted with this Application if the Owner is already formed. To qualify for the not-for-profit set-aside, 100% of the general partner ownership interest of Owner must be owned by a "qualified not-for-profit organization" (as defined in the Allocation Plan). This does not preclude qualified not-for-profits that joint venture in any other set-aside.

##### 2. Identity of Not-for-profit

The not-for-profit organization involved in this development is:

☐ the Owner

☐ the Applicant (if different from Owner)

☐ Other

Name of Not-for-profit \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail address \_\_\_\_\_

#### I. Site Control

##### 1. Type of Site Control by Applicant

Applicant controls site by (select one of the following):\*

☐ Warranty Deed

☐ Option (expiration date: \_\_\_\_\_)\*\*

☐ Purchase Contract (expiration date: \_\_\_\_\_)\*\*

☒ Long Term Lease (expiration date: 99 years)\*\*

\* If more than one site for the development and more than one form of site control, please so indicate and submit a separate sheet specifying each site, number of existing buildings on the site, if any, and type of control of each site.

\*\* Together with copy of title commitment or other information satisfactory to the Authority evidencing the identity of the current Owner of the site.

Please provide site control documentation in Tab E.

Attached is a Memorandum of Agreement with the IHA committing to entering a ground lease with  
footnotes: BRIndy-II, LP, and an IHA Board Resolution authorizing the execution by the Executive Director

2. Timing of Acquisition by Owner  
Select One:

- ☐ Applicant is Owner and already controls site by either deed or long-term lease or
- ☒ Owner is to acquire the property by warranty deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than Closing \*

\* If more than one site for the development and more than one expected date of acquisition by Owner, please so indicate and attach a separate sheet specifying each site, number of existing buildings on the site, if any, and expected date of acquisition by Owner of each site.

3. Site Information

- a. Exact area of site in acres 9.36 acres including Park
- b. Is site properly zoned for your development without the need for an additional variance? ☒ Yes ☐ No  
Zoning type DP (Planned Development)
- c. Are all utilities presently available to the site? ☒ Yes ☐ No
- d. Who has the responsibility of bringing utilities to the site? N/A  
When? \_\_\_\_\_ (month/year)
- e. Has locality approved the site plan? ☒ Yes ☐ No
- f. Has locality issued building permit? ☐ Yes ☒ No

J. Scattered Site Development

If sites are not contiguous, do all of the sites collectively qualify as a scattered site Development pursuant to IRC Section 42(g)(7)? ☐ Yes ☐ No  
(NO market rate units will be permitted)

K. Acquisition Credit Information

1. ☐ All buildings satisfy the 10-year general look-back rule of IRC Section 42(d)(2)(B) and the 10% basis/\$3000 rehab costs per unit requirement.
2. ☐ If you are requesting an acquisition credit based on an exception to this general rule [e.g. Section 42(d)(2)(D)(ii) or Section 42(d)(6)], then, other than the exception relating solely to the prior use of the property as a single family residence by the Owner, an attorney's opinion letter in a form satisfactory to the Authority must accompany this Application specifically setting forth why the buildings qualify for an exception to the 10-year rule.
3. ☐ Attorney's Opinion Letter enclosed.

L. Rehabilitation Credit Information (check whichever is applicable)

1. ☐ All buildings in the development satisfy the 10% basis requirement of IRC Section 42(e)(3)(A)(i).
2. ☐ All buildings in the development satisfy the minimum \$3000 rehab cost per unit requirement of IRC Section 42(e)(3)(A)(ii).
3. ☐ All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only).

footnotes: \_\_\_\_\_

4. ☐ All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception to the \$3000 per unit requirement (\$2000 per unit required instead; 4% credit only).
5. ☐ Different circumstances for different buildings: see above, attach a separate sheet and explain for each building.

**M. Relocation Information.** Provide information concerning any relocation of existing tenants.

1. Does this Development involve any relocation of existing tenants? ☐ Yes ☒ No

Will existing tenants be relocated within the development during rehabilitation? ☐ Yes ☒ No

If yes to either question above, please describe the proposed relocation plan and/or assistance.  
Please provide in Tab Z.

footnotes: \_\_\_\_\_

## N. Development Information

### 1. Rental Housing Tax Credit and/or Multifamily Tax-Exempt Bond Unit Breakdowns

Indicate if the development will be subject to additional income restrictions and/or rent restrictions:

☐ Income Restrictions (Final Application only - for Developments funded prior to 2002)

☒ Rent Restrictions

	# Units		3	7	6	2	18	30%
	# Bdrms.	0	3	14	18	8	43	30%
	Sq. Footage		700	894	1,095	1,307		
	Total. Sq. Footage		2,100	6,260	6,570	2,614	17,544	
	# Units		1	5	2	2	10	17%
	# Bdrms.	0	1	10	6	8	25	17%
	Sq. Footage		700	894	1,095	1,307		
	Total. Sq. Footage		700	4,471	2,190	2,614	9,975	
	# Units		3	11	7	1	22	37%
	# Bdrms.	0	3	22	21	4	50	35%
	Sq. Footage		700	894	1,095	1,307		
	Total. Sq. Footage		2,100	9,837	7,665	1,307	20,909	
	# Units		0	1	1	1	3	5%
	# Bdrms.	0	0	2	3	4	9	6%
	Sq. Footage		700	894	1,095	1,307		
	Total. Sq. Footage		0	894	1,095	1,307	3,296	
	# Units		1	3	3		7	12%
	# Bdrms.	0	1	6	9	0	16	11%
	Sq. Footage		700	894	1,095	1,307		
	Total. Sq. Footage		700	2,683	3,285	0	6,668	
	# Units	0	8	27	19	6	60	100%
	# Bdrms.	0	8	54	57	24	143	100%
	Sq. Footage	0	5,600	24,145	20,805	7,842	58,392	100%

\* No market rate units are permitted in scattered site developments per IRS Code Section 42(g)(7)

footnotes:

2. Structure and Units

a. List unit type(s) and number of bedroom(s) by bedroom size.

Unit Type	0-1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms
Substantial Rehabilitation				
Single Family (Infill) Scattered Site				
Historic Rehabilitation				
New Construction	8	27	19	6

b. The Development's structural features are (check all that apply):

<input checked="" type="checkbox"/> Row House/Townhouse	<input checked="" type="checkbox"/> Garden Apartments	<input checked="" type="checkbox"/> Detached Single-Family
<input checked="" type="checkbox"/> Detached Two-Family	<input checked="" type="checkbox"/> Slab on Grade	<input type="checkbox"/> Basement
<input type="checkbox"/> Crawl Space	Age of Structure	new construction
<input type="checkbox"/> Elevator	Number of stories	1 and 2

c. The type(s) of unit is (are):

<input checked="" type="checkbox"/> Standard Residential Rental	No. of Units	60
<input type="checkbox"/> Transient Housing for Homeless	No. of Units	
<input type="checkbox"/> Single Room Occupancy Housing (SRO)	No. of Units	
<input type="checkbox"/> Other	No. of Units	

d. Gross Residential Floor Area (resident living space only) 58,392 Sq Ft.

e. Gross Common Area (hallways, community space, ect.) 10,000 Sq Ft.

f. Gross Floor Area (all buildings) [d + e] 68,392 Sq Ft.

g. Gross Commercial Floor Area (if applicable) 0 Sq Ft.

h. Intended Use of Commercial Area (if applicable)

(Use additional sheets if necessary).

All commercial uses must be included in the Declaration of Extended Rental Housing Commitment. Additional information must be provided in Tab F of the application package detailing the square footage layout of the building and/or property, identifying all residential and commercial area; a time-line for complete construction showing that all commercial areas will be completed prior to the residential areas being occupied.

i. What percentage of the Development's rehabilitation or new construction, as the case may be, has been completed, based on the actual costs and expenses incurred to date as compared to the total estimated development costs?

0 % complete      Costs incurred \$ -

j. Total number of residential buildings in the Development: 25 building(s)

k. Will the development utilize a manager's unit (security, maintenance unit)?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, how will the unit be considered in the building's applicable fraction?	
<input type="checkbox"/> Tax Credit Unit	<input type="checkbox"/> Common Area

If yes, Number of units requested         

**NOTE: If the manager's unit will be utilized as common area, then the unit must remain in the same building. Developments with market rate units will not be allowed to designate tax credit units as manager's, security, and/or maintenance units unless the tenant qualifies under Section 42 guidelines.**

footnotes:

3. Amenities for Low-Income Units/Development Design

b. Please list community building and common space amenities.

A community building containing approximately 10,000 square feet will include a community room for resident meetings, parties, and special events; a computer lab/library; a classroom which will house a kindergarten class run by the Indianapolis Public Schools; a men's and women's changing room for the pool. The building will also contain the management office and maintenance facilities for the management company.

c. Please list site amenities (including recreational amenities).

The site will contain a swimming pool, two tennis courts and a two acre park. The park, which will be deeded to IndyParks, will have a tot lot, picnic area with barbeque, and gazebo. IndyParks will pay for the park equipment and maintain the park. The site is also within walking distance of the new Bethel Park Recreation Center. This facility has indoor basketball, swimming, and other recreation available.

Are the amenities including recreational amenities for both low income and market rate units the same?

☒ Yes

☐ No

If no, attach a separate sheet and explain differences in Tab P.

4. Energy Efficiency

Are all the units within the Development equipped with Energy Star related materials and appliances?

☒ Yes

☐ No

If yes, please provide documentation in Tab F of the application package.

5. Is the Development currently a vacant structure being converted into affordable housing?

☐ Yes

☒ No

If yes, please provide documentation in Tab O of the application package.

footnotes:



Qualified basis must be determined on a building-by-building basis. Complete this section below. Building street addresses are required by the IRS (must provide by time of final allocation request).

\* Applicable Fraction used in the Credit Calculation will be based on the % of the development which is low income. The lessor of the total % based on total number of units or total square footage.

2005 Indiana Housing Finance Authority Rental Housing Finance Application



2006-2007 Construction Budget										Building Number
19.	Building 19 E3	\$	333,362.39	100%	100%	\$	333,362.39	2	6/30/2007	
20.	Building 20 C	\$	273,354.08	50%	50%	\$	136,677.04	1	6/30/2007	
21.	Building 21 E3	\$	333,362.39	100%	100%	\$	333,362.39	2	6/30/2007	
22.	Building 22 F	\$	614,121.10	100%	100%	\$	614,121.10	3	6/30/2007	
23.	Building 23 G	\$	384,886.24	100%	100%	\$	384,886.24	3	6/30/2007	
24.	Building 24 C	\$	273,354.08	100%	100%	\$	273,354.08	2	6/30/2007	
25.	Building 25 D	\$	336,293.39	50%	50%	\$	168,146.70	1	6/30/2007	
Total										
This Page		\$	2,548,733.68			\$	2,243,909.95	14		
Totals		\$	9,638,508.00			\$	8,506,307.61	53		
For all three pages										

5. Unit Information (Final Allocation request only)

Please provide the following unit information for each building.  
Address of Building: \_\_\_\_\_

Building Address		Unit Number		Unit Type		Unit Size		Unit Features		Unit Status	
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											

footnotes: \_\_\_\_\_

Please provide the following unit information for each building.  
Address of Building: \_\_\_\_\_

	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

6. Election of the Minimum Set Aside Requirement (this election is also made by the owner on IRS Form 8609): The Owner irrevocably elects **one** of the Minimum Set Aside Requirements

- ☐ At least 20% of the rental residential units in this Development are rent restricted and to be occupied by individuals whose income is 50% or less of the area median gross income (if this election is chosen, all tax credit units must be rented to tenants at 50% area median income or below)
- ☒ At least 40% of the rental residential units in this Development are rent restricted and to be occupied by individuals whose income is 60% or less of the area median gross income.
- ☐ Deep Rent Skewing option as defined in Section 42.

footnotes: \_\_\_\_\_

# O. Development Schedule

Activity	Anticipated Dates	Actual Dates (month and year, if available)
<b>1. Site</b>		
Option/Contract	February 2005	February 2005
Site Acquisition	March 2006	
Zoning	May 2003	May 2003
Site Plan Approval	May 2003	May 2003
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
Loan Application	January 2005	January 2005
Conditional Commitment	July 2005	July 2005
Firm Commitment	December 2005	
Loan Closing	March 2006	
<b>b. Permanent Loan</b>		
Loan Application	January 2005	January 2005
Conditional Commitment	July 2005	July 2005
Firm Commitment	December 2005	
Loan Closing	March 2006	
<b>c. Other Loans and Grants</b>		
Type & Source, List <u>HOME</u>		
Application Date	January 2005	January 2005
Conditional Commitment	February 2005	February 2005
Firm Commitment	February 2005	February 2005
<b>d. Other Loans and Grants</b>		
Type & Source, List <u>HOPE VI</u>		
Application Date	January 2004	January 2004
Conditional Commitment	August 2004	August 2004
Firm Commitment	August 2004	August 2004
<b>e. Other Loans and Grants</b>		
Type & Source, List <u>AHP</u>		
Application Date	March 2006	
Conditional Commitment	June 2006	
Firm Commitment	June 2006	
<b>3. Formation of Owner</b>	December 2004	December 2004
<b>4. IRS Approval of Not-for-Profit Status</b>	N/A	N/A
<b>5. Transfer of Property to Owner</b>	March 2006	
<b>6. Plans and Specifications, Working Drawings</b>	September 2005	
<b>7. Building Permit Issued by Local Government</b>	December 2005	
<b>8. Construction Starts</b>	March 2006	
<b>9. Completion of Construction</b>	March 2007	
<b>10. Lease-Up</b>	July 2007	
<b>11. Credit Placed in Service Date(s)</b> (month and year must be provided)	January 2007-July 2007	

footnotes:

**P. Extended Rental Housing Commitment (Please check all that apply)**

**Tax Credit**

1. ☐ This development will be subject to the 15 year Extended Use Agreement in addition to the mandatory 15 year Compliance Period (30 years).
2. ☒ This development will be subject to an additional 25 (must be greater than 15 years) year Extended Use Agreement in addition to the mandatory 15-year Compliance Period.
3. ☐ This development will be subject to the standard 15 year Compliance Period as part of a Lease Purchase Program (all units must be single family detached structures) and will offer homeownership opportunities to qualified tenants after compliance period. See IRS Revenue Ruling 95-48 and IHFA Declaration of Extended Rental Housing Commitment.

**Q. Special Housing Needs**

1. Will this development be classified as Elderly Housing\*? ☐ Yes ☒ No
2. Identify the number of units set aside for special housing needs below\*:

Special Needs	
Homeless*	
Persons with disabilities*	3

\* This requirement will be contained within the Declaration of Rental Housing Commitment recorded on the property.

**R. Community or Government Support**

1. List the political jurisdiction in which the development is to be located and the name and address of the chief executive officer thereof:

Political Jurisdiction (name of City or County) Indianapolis  
Chief Executive Officer (name and title) Bart Peterson, Mayor  
Street Address 200 East Washington  
City Indianapolis State Indiana Zip 46204

2. ☒ A commitment for local government funding for this Development in the amount of \$2,000,000\* is located in Tab C of the application package.
3. ☒ Letters from the local governing jurisdiction which states that the development supports neighborhood preservation and other organized community improvement and revitalization programs, and which describes the specific target area and the plans for its preservation and improvements is provided in Tab U of the application package.

**S. MBE/WBE Participation**

1. ☒ Minorities or woman materially participate in the Ownership, development or management of the Development by holding more than 51% interest in the Development Ownership, development entity, contractor or management firm.
2. The appropriate box(es) is checked below, and  
☒ A Certification from the State of Indiana and applicable contractor agreements with Fee Structure is provided in Tab T of the application package, and

footnotes: \*\$2MM in HoTIF covers Phases IIA and IIB of which \$1MM applicable to Phase IIA.



☒ Evidence of the minority's Ownership interest, commitment from minority and/or Owner's agreement (if Owner is not a minority) to retain a minority as developer or manager is provided in Tab T of the application package.

☐ Owner  
☐ Developer

☐ Management Entity (2 yr. min contract)  
☒ Contractor

## T. Income and Expenses

### 1. Rental Assistance

a. Do or will any low-income units receive rental assistance? ☒ Yes ☐ No

If yes, indicate type of rental assistance and attach copy of rental assistance contract, if applicable:

☐ Section 8 HAP ☐ FmHA 515 Rental Assistance  
☐ Section 8 Vouchers ☒ Other Annual Contributions Contract with IHA  
☐ Section 8 Certificates

b. Number of units (by number of bedrooms) receiving assistance:

4 (1) Bedroom 12 (2) Bedrooms  
8 (3) Bedrooms 4 (4) Bedrooms

c. Number of years rental assistance contract 40 Expiration date of contract. 7/1/2047

d. Does locality have a public housing waiting list? ☒ Yes ☐ No

If yes, you must provide the following information:

Organization which holds the public housing waiting list Indianapolis Housing Agency

Contact person (Name and title) April Kennedy, Special Projects Manager

Phone (317) 261-7208 fax (317) 261-7222

e. What %, if any, of the units in the Development will be set aside for tenants with HUD Section 8 certificates or vouchers or who are on public housing waiting lists? minimum 15%\*

If a percentage of the units will be set aside for tenants with HUD Section 8 certificates or vouchers, please provide evidence that the developer and/or Development manager are familiar and knowledgeable with Section 8 rules and regulation; and the number and description of units to be set aside for tenants. (Please provide documentation in Tab R of the application package)

f. Has the Owner executed a written agreement with the local or regional public housing representative to give priority to households on waiting lists for subsidized or public housing? ☒ Yes ☐ No

If yes, please provide documentation in Tab R of the application package.

footnotes: \*This is in addition to the 47% of the units which are under ACC with the IHA

2. Utilities and Rents  
a. Monthly Utility Allowance Calculations

Utilities Allowed Paid by Tenant (N/A)					Utilities Allowed Paid by Tenant (N/A)			
Heating		<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		39	49	61	77
Air Conditioning		<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		9	12	15	19
Cooking		<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		5	6	8	9
Lighting		<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		21	26	32	39
Hot Water		<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		13	16	19	24
Water		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Sewer		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Trash		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Total Utility Allowance for Costs Paid by Tenant					\$ 87.00	\$ 109.00	\$ 135.00	\$ 168.00

b. Source of Utility Allowance Calculation

☐ HUD      ☐ FmHA 515  
☒ PHA      ☐ Utility Company (Provide letter from utility company)

NOTE: IRS regulations provide further guidance on how utility allowances must be determined.

c. List below the applicable rental housing tax credit monthly rent limits (based on the number of bedrooms) less the applicable utility allowance calculated in subpart 2.a. above:

	0 BR	1 BR	2 BR	3 BR	4 BR
Maximum Allowable Rent for Tenants at 30% AMI		\$ 359	\$ 431	\$ 498	\$ 555
Minus Utility Allowance Paid by Tenant		\$ 87	\$ 109	\$ 135	\$ 168
Equals Maximum Allowable rent for your Development	\$ -	\$ 272	\$ 322	\$ 363	\$ 387
Maximum Allowable Rent for Tenants at 40% AMI		\$ 479	\$ 574	\$ 664	\$ 740
Minus Utility Allowance Paid by Tenant		\$ 87	\$ 109	\$ 135	\$ 168
Equals Maximum Allowable rent for your Development	\$ -	\$ 392	\$ 465	\$ 529	\$ 572
Maximum Allowable Rent for Tenants at 50% AMI		\$ 598	\$ 718	\$ 829	\$ 925
Minus Utility Allowance Paid by Tenant		\$ 87	\$ 109	\$ 135	\$ 168
Equals Maximum Allowable rent for your Development	\$ -	\$ 511	\$ 609	\$ 694	\$ 757
Maximum Allowable Rent for Tenants at 60% AMI		\$ 718	\$ 861	\$ 995	\$ 1,110
Minus Utility Allowance Paid by Tenant		\$ 87	\$ 109	\$ 135	\$ 168
Equals Maximum Allowable rent for your Development	\$ -	\$ 631	\$ 752	\$ 860	\$ 942

footnotes:

- d. List below the maximum rent limits minus tenant-paid utilities for all HOME-Assisted, Trust Fund-Assisted, and/or HOME-Eligible, Non-assisted units in the development. (i.e., Trust Fund rent limits are the same as HOME rent limits.)

Maximum Allowable Rent for beneficiaries at 30% or less of area median income MINUS Utility Allowance Paid by Tenants			\$ 549	\$ 655	\$ 846	\$ 885
Maximum Allowable Rent for Your Development	\$ -	\$ -	\$ 462	\$ 546	\$ 711	\$ 717
Maximum Allowable Rent for beneficiaries at 40% or less of area median income MINUS Utility Allowance Paid by Tenants			\$ 549	\$ 655	\$ 846	\$ 885
Maximum Allowable Rent for Your Development	\$ -	\$ -	\$ 462	\$ 546	\$ 711	\$ 717
Maximum Allowable Rent for beneficiaries at 50% or less of area median income MINUS Utility Allowance Paid by Tenants			\$ 549	\$ 655	\$ 846	\$ 885
Maximum Allowable Rent for Your Development	\$ -	\$ -	\$ 462	\$ 546	\$ 711	\$ 717
Maximum Allowable Rent for beneficiaries at 60% or less of area median income MINUS Utility Allowance Paid by Tenants	no HOME	assisted	units at	60% of	AMI	
Maximum Allowable Rent for Your Development	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	\$ -

e. Estimated Rents and Rental Income

1. Total Number of Low-Income Units 18 (30% Rent Maximum)

Trust Fund	HOME	RHIC	Unit type	Number of Units	Number of Units	Net Sq Ft of Unit	Monthly Rent	Monthly Rent
Yes/No	Yes/No	Yes/No	# of bedrooms					
No	Yes	Yes	1 Bedrooms	1	3		270	\$ 810
No	Yes	Yes	2 Bedrooms	1	7		320	\$ 2,240
No	Yes	Yes	3 Bedrooms	2	6		360	\$ 2,160
No	Yes	Yes	4 Bedrooms	2	2		380	\$ 760
			Bedrooms					\$ -
			Bedrooms					\$ -
Other Income Source								
Other Income Source								
Other Income Source								
Total Monthly Income								\$ 5,970
Annual Income								\$ 71,640

footnotes: Tenants in 30% unit are public housing paying 30% of income in rent under ACC with the IHA

2. Total number of Low-Income Units 10 (40% Rent Maximum)

Yes/No	Yes/No	Yes/No	# of bedrooms	Number of Units	Number of Units	Monthly Rent	Monthly Rent
No	Yes	Yes	1 Bedrooms	1	1	270	\$ 270
No	Yes	Yes	2 Bedrooms	1	5	320	\$ 1,600
No	Yes	Yes	3 Bedrooms	2	2	360	\$ 720
No	Yes	Yes	4 Bedrooms	2	2	380	\$ 760
			Bedrooms				\$ -
			Bedrooms				\$ -
Other Income Source							
Other Income Source							
Other Income Source							
Total Monthly Income							\$ 3,350
Annual Income							\$ 40,200

3. Total number of Low-Income Units 22 (50% Rent Maximum)

Yes/No	Yes/No	Yes/No	# of bedrooms	Number of Units	Number of Units	Monthly Rent	Monthly Rent
No	Yes	Yes	1 Bedrooms	1	3	325	\$ 975
No	Yes	Yes	2 Bedrooms	1	11	485	\$ 5,335
No	Yes	Yes	3 Bedrooms	2	7	600	\$ 4,200
No	Yes	Yes	4 Bedrooms	2	1	680	\$ 680
			Bedrooms				\$ -
			Bedrooms				\$ -
Other Income Source							
Other Income Source							
Other Income Source							
Total Monthly Income							\$ 11,190
Annual Income							\$ 134,280

footnotes: Tenants in 40% units are public housing paying 30% of income in rent under ACC with IHA

4. Total number of Low-Income Units 3 (60% Rent Maximum)

Yes/No	Yes/No	Yes/No	# of bedrooms	Monthly Rent	Monthly Income	Monthly Income	Monthly Income	Monthly Income
No	No	Yes	1 Bedrooms	1	0		390	\$ -
No	No	Yes	2 Bedrooms	1	1		540	\$ 540
No	No	Yes	3 Bedrooms	2	1		700	\$ 700
No	No	Yes	4 Bedrooms	2	1		725	\$ 725
			Bedrooms					\$ -
			Bedrooms					\$ -
<p>Other Income Source _____</p> <p>Other Income Source _____</p> <p>Other Income Source _____</p> <p>Total Monthly Income \$ 1,965</p> <p>Annual Income \$ 23,580</p>								

5. Total Number of Market Rate Units 7

Yes/No	Yes/No	Yes/No	# of bedrooms	Monthly Rent	Monthly Income	Monthly Income	Monthly Income	Monthly Income
			1 Bedrooms	1	1		400	\$ 400
			Bedrooms	1	3		550	\$ 1,650
			Bedrooms	2	3		725	\$ 2,175
			Bedrooms	2	0		0	\$ -
			Bedrooms					\$ -
			Bedrooms					\$ -
<p>Other Income Source _____</p> <p>Other Income Source _____</p> <p>Other Income Source _____</p> <p>Total Monthly Income \$ 4,225</p> <p>Annual Income \$ 50,700</p>								

footnotes: \_\_\_\_\_

6. Summary of Estimated Rents and Rental Income

Annual Income (30% Rent Maximum)	\$	71,640
Annual Income (40% Rent Maximum)	\$	40,200
Annual Income (50% Rent Maximum)	\$	134,280
Annual Income (60% Rent Maximum)	\$	23,580
Annual Income (Market Rate Units)	\$	50,700
<b>Potential Gross Income</b>	\$	<b>320,400</b>
Less Vacancy Allowance <b>6%</b>		<b>19,224</b>
<b>Effective Gross Income</b>	\$	<b>301,176</b>

What is the estimated average annual % increase in income over the Compliance Period? 3%

U. Annual Expense Information

(Check one) ☒ Housing OR ☐ Commercial

<u>Administrative</u>		<u>Operating</u>	
1. Advertising	\$ 6,500	1. Elevator	
2. Management	\$ 18,071	2. Fuel (heating & hot water)	\$ 5,000
3. Legal/Partnership	\$ 3,000	3. Electricity	\$ 5,000
4. Accounting/Audit	\$ 6,500	4. Water/Sewer	\$ 14,000
5. Compliance Mont.		5. Gas	
<b>Total Administrative</b>	<b>\$ 34,071</b>	6. Trash Removal	
<u>Maintenance</u>		7. Payroll/Payroll Taxes	\$ 48,000
1. Decorating	\$ 4,000	8. Insurance	\$ 24,000
2. Repairs	\$ 18,000	9. Real Estate Taxes*	\$ 54,000
3. Exterminating		10. Other Tax	
4. Ground Expense	\$ 10,600	11. Annual Replacement Reserve	\$ 15,000
5. Other	\$ 1,000	12. Other	\$ 1,000
<b>Total Maintenance</b>	<b>\$ 33,600</b>	<b>Total Operating</b>	<b>\$ 166,000</b>
<b>Total Annual Administrative Expenses:</b>	<b>\$ 34,071</b>	<b>Per Unit</b>	<b>\$ 568</b>
<b>Total Annual Maintenance Expenses:</b>	<b>\$ 33,600</b>	<b>Per Unit</b>	<b>\$ 560</b>
<b>Total Annual Operating Expenses:</b>	<b>\$ 166,000</b>	<b>Per Unit</b>	<b>\$ 2,767</b>
<b>TOTAL OPERATING EXPENSES (Administrative + Operating + Maintenance):</b>	<b>\$ 233,671</b>	<b>Per Unit</b>	<b>\$ 3,895</b>
What is the estimated average annual percentage increase in expenses for the next 15 years?		<u>4%</u>	
What is the annual percentage increase for replacement reserves for the next 15 years?		<u>0%</u>	

\* List full tax liability for the property - do not reflect tax abatement.

footnotes: \_\_\_\_\_

# V. Projections for Financial Feasibility

Check one: ☒ Housing  
☐ Commercial

	Year 1	Year 2	Year 3	Year 4	Year 5
1. Potential Gross Income	\$ 320,400	\$ 330,012	\$ 339,912	\$ 350,110	\$ 360,613
2. Less Vacancy Loss	\$ (19,224)	\$ (19,801)	\$ (20,395)	\$ (21,007)	\$ (21,637)
3. Effective Gross Income (1-2)	\$ 301,176	\$ 310,211	\$ 319,518	\$ 329,103	\$ 338,976
4. Less Operating Expenses	\$ (218,671)	\$ (227,417)	\$ (236,514)	\$ (245,975)	\$ (255,814)
5. Less Replacement Reserves	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
6. Plus Tax Abatement (increase by expense rate if applicable)					
7. Net Income (3-4-5+6)	\$ 67,505	\$ 67,794	\$ 68,004	\$ 68,129	\$ 68,163
8.a. Less Debt Service #1	\$ 54,539	\$ 54,539	\$ 54,539	\$ 54,539	\$ 54,539
8.b. Less Debt Service #2					
9. Cash Flow (7-8)	\$ 12,967	\$ 13,255	\$ 13,465	\$ 13,590	\$ 13,624
10. Debt Coverage Ratio (7/(8a+8b))	1.24	1.24	1.25	1.25	1.25
11. Deferred Developer Fee Payment	\$ -				
12. Cash Flow after Def. Dev. Fee Pmt.	\$ 12,967	\$ 13,255	\$ 13,465	\$ 13,590	\$ 13,624
13. Debt Coverage Ratio	1.24	1.24	1.25	1.25	1.25
1. Potential Gross Income	\$ 371,431	\$ 382,574	\$ 394,052	\$ 405,873	\$ 418,049
2. Less Vacancy Loss	\$ (22,286)	\$ (22,954)	\$ (23,643)	\$ (24,352)	\$ (25,083)
3. Effective Gross Income (1-2)	\$ 349,146	\$ 359,620	\$ 370,408	\$ 381,521	\$ 392,966
4. Less Operating Expenses	\$ (266,046)	\$ (276,688)	\$ (287,756)	\$ (299,266)	\$ (311,236)
5. Less Replacement Reserves	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
6. Plus Tax Abatement (increase by expense rate if applicable)					
7. Net Income (3-4-5+6)	\$ 68,099	\$ 67,932	\$ 67,653	\$ 67,255	\$ 66,730
8.a. Less Debt Service #1	\$ 54,539	\$ 54,539	\$ 54,539	\$ 54,539	\$ 54,539
8.b. Less Debt Service #2					
9. Cash Flow (7-8)	\$ 13,561	\$ 13,393	\$ 13,114	\$ 12,716	\$ 12,191
10. Debt Coverage Ratio (7/(8a+8b))	1.25	1.25	1.24	1.23	1.22
11. Deferred Developer Fee Payment					
12. Cash Flow after Def. Dev. Fee Pmt.	\$ 13,561	\$ 13,393	\$ 13,114	\$ 12,716	\$ 12,191
13. Debt Coverage Ratio	1.25	1.25	1.24	1.23	1.22
1. Potential Gross Income	\$ 430,591	\$ 443,509	\$ 456,814	\$ 470,518	\$ 484,634
2. Less Vacancy Loss	\$ (25,835)	\$ (26,611)	\$ (27,409)	\$ (28,231)	\$ (29,078)
3. Effective Gross Income (1-2)	\$ 404,755	\$ 416,898	\$ 429,405	\$ 442,287	\$ 455,556
4. Less Operating Expenses	\$ (323,686)	\$ (336,633)	\$ (350,099)	\$ (364,103)	\$ (378,667)
5. Less Replacement Reserves	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
6. Plus Tax Abatement (increase by expense rate if applicable)					
7. Net Income (3-4-5+6)	\$ 66,070	\$ 65,265	\$ 64,306	\$ 63,185	\$ 61,889
8.a. Less Debt Service #1	\$ 54,539	\$ 54,539	\$ 54,539	\$ 54,539	\$ 54,539
8.b. Less Debt Service #2					
9. Cash Flow (7-8)	\$ 11,531	\$ 10,726	\$ 9,768	\$ 8,646	\$ 7,350
10. Debt Coverage Ratio (7/(8a+8b))	1.21	1.20	1.18	1.16	1.13
11. Deferred Developer Fee Payment					
12. Cash Flow after Def. Dev. Fee Pmt.	\$ 11,531	\$ 10,726	\$ 9,768	\$ 8,646	\$ 7,350
13. Debt Coverage Ratio	1.21	1.20	1.18	1.16	1.13

The above Projections utilize the estimated annual percentage increases in income.

footnotes:

**Commercial and Office Space:** IHFA Rental Housing financing resources cannot be used to finance commercial space within a development. Income generated and expenses incurred from this space, though, must be factored into IHFA's underwriting for the development as a whole when reviewing the application. If the development involves the development of commercial space the applicant will need to provide separate annual operating expense information and a separate 15-year proforma for the commercial space. Be sure to label which forms are for the housing and which ones are for the commercial space. Also separate out all development costs associated with the commercial space on line M of the Development Costs chart.

**W. Sources of Funds/Developments (Include any IHFA HOME and/or Trust Fund requests)**

1. Construction Financing. List individually the sources of construction financing including any such loans financed through grant sources. Please provide documentation in Tab G.

Source of Funds	Start Date	End Date	Amount	Contact
1 JPMorgan Chase	Jan. 2005	12/1/2005	\$ 650,000	Paul Vlamis (312) 325-5053
2 HOPE VI	Jan. 2004	7/1/2004	\$ 3,987,648	April Kennedy (317) 261-7209
3 HOME (City of Indianapolis)	Jul-04	12/1/2004	\$ 925,000	Michelle Winfield (317) 327-5617
4 FHLB AHP (loan from IHA)	Apr-06	Jun-06	\$ 353,330	Susan Wolhart (312) 565-5356
Total Amount of Funds			\$ 5,915,978	

2. Permanent Financing. List individually the sources of permanent financing including any such loans financed through grant sources. Please provide documentation in Tab G.

Source of Funds	Start Date	End Date	Amount	Interest Rate	Term	Other
1 JPMorgan Chase	1/20/2005	12/1/2005	\$ 650,000	\$54,539	7.500%	30
2 HOPE VI	1/20/2004	7/1/2004	\$ 3,987,648	\$0*		40
3 HOME (City of Indianapolis)	1-Jul	12/1/2004	\$ 925,000	cash flow	.1%	30
4 FHLB AHP (loan from IHA)	Apr-06	Jun-06	\$ 353,330	\$0	0%	30
Total Amount of Funds			\$ 5,915,978			
Deferred Developer Fee						

3. Grants. List all grants provided for the development. Provide documentation in Tab G.

Source of Funds	Start Date	End Date	Amount	Other
1				
2				
3				
4				
Total Amount of Funds			\$ -	

footnotes:

\*HOPE VI loan in 2 parts: \$1,435,553 at AFR and \$2,552,095 at 0% see federal subsidies desc.



Total Sources of Permanent Funds Committed \$ 4,912,648

Total Annual Debt Service Cost \$ 54,539

#### 4. Historic Tax Credits

Have you applied for a Historic Tax Credit?

☐ Yes ☒ No

If Yes, Please list amount \_\_\_\_\_

If Yes, indicate date Part I of application was duly filed: \_\_\_\_\_ ( Must be included with application. Please provide in Tab U.)

#### 5. Other Sources of Funds (excluding any syndication proceeds)

a. Source of Funds \_\_\_\_\_ Amount \_\_\_\_\_

b. Timing of Funds \_\_\_\_\_

c. Actual or Anticipated Name of Other Source \_\_\_\_\_

d. Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

#### 6. Sources and Uses Reconciliation

Limited Partner Equity Investment*	\$ 3,990,943
General Partner Investment	\$ -
Total Equity Investment	<b>\$ 3,990,943</b>
Total Permanent Financing	\$ 5,915,978
Deferred Developer Fee	\$ -
Other _____	_____
Other _____	_____
Total Source of Funds	<b>\$ 9,906,921</b>
Total Uses of Funds	<b>\$ 9,906,921</b>

**NOTE: Sources and Uses MUST EQUAL**

\*Load Fees included in Equity Investment

Load Fees \$ -

☐ Yes ☒ No

footnotes: \_\_\_\_\_

7. Intermediary Information

a. Actual or Anticipated Name of Intermediary

(e.g., Syndicator, act.) The Richman Group

Contact Person Linda Fulkerson

Phone (847) 562-9400 ext. 24

Street Address 666 Dundee Road, Suite 1102

City Northbrook State IL Zip 60062

b. Investors: Individuals and/or Corporate, or undetermined at this time

c. As a percentage of the total credits to be received throughout the compliance period (assuming no recapture, should be the annual amount of credit times 10), how much are investors (excluding Owner's own equity) willing to invest toward development costs, excluding all syndication fees or charges? 87.0%

☐ check if estimated ☒ check if based on commitment(s); if so please attach copies

d. Has the intermediary (identified above) provided you with any documentation regarding the amount of syndication or other intermediary costs, fees, "loads" or other charges it will impose in with its services?

☐ Yes ☒ No If yes, please attach copies

e. How much, if any, is the Owner willing or committed to invest toward Development Costs?

\$ - **Evidence of investment must be provided to IHFA.**

8. Tax-Exempt Bond Financing/Credit Enhancement

a. If Multi-family Tax Exempt Bonds are requested, list percent such bonds represent of the aggregate basis of the building and land of the development: \_\_\_\_\_

If this percentage is 50% or more, a formal allocation of credits from IHFA is not necessary (although the development must satisfy and comply with all requirements for an allocation under this Allocation Plan and Section 42 of the Code. The Issuer of the bonds must determine the maximum amount of credits available to the development which, just as for developments which do need allocation, is limited to the amount of credits necessary to make the development financially feasible). AT THE TIME OF SUBMITTING THIS APPLICATION, YOU MUST PROVIDE IHFA WITH AN OPINION OF COUNSEL, SATISFACTORY TO IHFA, THAT YOU ARE NOT REQUIRED TO OBTAIN AN ALLOCATION OF TAX CREDITS FROM IHFA AND THAT THE DEVELOPMENT MEETS THE REQUIREMENTS OF THE ALLOCATION PLAN AND CODE.

footnotes: \_\_\_\_\_

b. Name of Issuer \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

c. Name of Borrower \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

If the Borrower is not the Owner, explain the relationship between the Borrower and Owner.

**If Development will be utilizing Multi-family Tax Exempt Bonds, you must provide a list of the entire development team in addition to above.**

d. Does any of your financing have any credit enhancement? ☐ Yes ☐ No  
If yes, list which financing and describe the credit enhancement:  
\_\_\_\_\_

e. Is HUD approval for transfer of physical asset required? ☐ Yes ☐ No  
If yes, provide copy of TPA request to HUD.

f. Is the Development a federally assisted low-income housing Development with at least 50% of its units in danger of being removed by a federal agency from the low-income housing market due to eligible prepayment, conversion, or financial difficulty? ☐ Yes ☐ No  
If yes, please provide documentation in Tab U of the application package.

footnotes: \_\_\_\_\_

## X. Cost/Basis/Maximum Allowable Credit

### 1. Development Costs - List and Include Eligible Basis by Credit Type

DEVELOPMENT COSTS			
<b>a. To Purchase Land and Bldgs.</b>			
1. Land	0		
2. Demolition			
3. Existing Structures			
4. Other (specify)			
<b>b. For Site Work</b>			
1. Site Work (not included in Construction Contract)			
Other(s) (Specify)			
Security during construction	40,000		40,000
<b>c. For Rehab and New Construction (Construction Contract Costs)</b>			
1. Site Work	374,000		374,000
2. New Building	5,087,321		5,087,321
3. Rehabilitation			
4. Accessory Building	1,112,600		1,112,600
5. General Requirements*	392,839		392,839
6. Contractor Overhead*	130,946		130,946
7. Contractor Profit*	392,839		392,839
<b>d. For Architectural and Engineering Fees</b>			
1. Architect Fee - Design	184,800		184,800
2. Architect Fee - Supervision	46,200		46,200
3. Consultant or Processing Agent	80,000		80,000
4. Engineering Fees	100,000		100,000
5. Other Fees (specify)			
Payment and Performance Bond/Infra. Coord*	79,322		79,322
<b>e. Other Owner Costs</b>			
1. Building Permits	20,000		20,000
2. Tap Fees	30,000		30,000
3. Soil Borings	5,000		5,000
4. Real Estate Attorney	85,000		55,000
5. Construction Loan Legal	20,000		20,000
6. Title and Recording	15,000		10,000
7. Other (specify)			
Construction Contingency	336,866		336,866
<b>SPREADSHEET WILL CALCULATE</b>	<b>8,532,733</b>	<b>0</b>	<b>8,497,733</b>

\* Designates the amounts for those items that are limited, pursuant to the Allocation Plan

footnotes: \*Payment & Performance Bond \$62,373/Infra Coord \$16,949

Itemized Cost	Eligible Basis by Credit Type		
	Project Costs	30% NPV (N% Credit)	70% NPV (P% Credit)
Start Total from Previous Page	8,542,733		8,497,733
<b>f. For Interim Costs</b>			
1. Construction Insurance	30,000		30,000
2. Construction Interest & Other Capitalized Operating Expenses	45,000		45,000
3. Construction Loan Orig. Fee	6,500		6,500
4. Construction Loan Credit Enhancement			
5. Taxes/Fixed Price Contract Guarantee	35,000		35,000
<b>g. For Permanent Financing Fees &amp; Expenses</b>			
1. Bond Premium			
2. Credit Report			
3. Permanent Loan Orig. Fee	13,000		
4. Permanent Loan Credit Enhancement			
5. Cost of Iss/Underwriters Discount			
6. Title and Recording			
7. Counsel's Fee	21,198		
8. Other (Specify)			
Lender Inspections (construction financing)	18,000		18,000
<b>h. For Soft Costs</b>			
1. Property Appraisal	7,500		7,500
2. Market Study	7,500		7,500
3. Environmental Report	2,500		2,500
4. IHFA Fees	29,017		29,017
5. Consultant Fees			0
6. Other (specify)			
Survey/FF&E/Advertizing/accountant*	195,000		155,000
<b>i. For Syndication Costs</b>			
1. Organizational (e.g. Partnership)			
2. Bridge Loan Fees and Exp			
3. Tax Opinion			
4. Other (specify)			
<b>j. Developer's Fee*</b>			
% Not-for Profit			
9 % For-Profit	804,865		804,865
<b>k. For Development Reserves</b>			
1. Rent-up Reserve	15,000		
2. Operating Reserve	144,108		
<b>Total Project Costs</b>	<b>9,906,921</b>		<b>9,638,615</b>
(spreadsheet will calculate)			

\* Designates the amounts for those items that are limited, pursuant to the Allocation Plan.

footnotes: \*Survey \$25K/FF&E \$125K/advert. \$35K/accounting \$10K

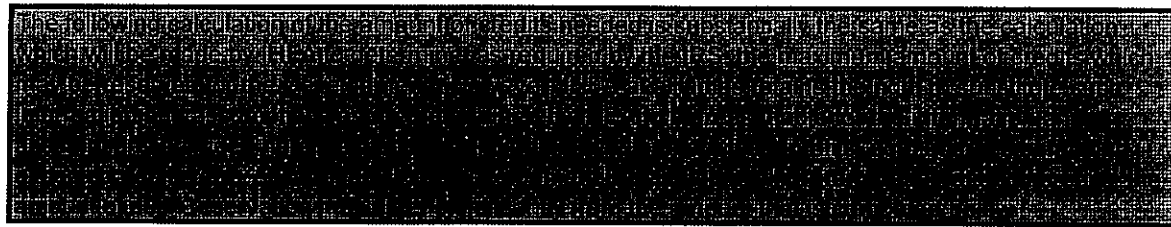
ITEMIZED COSTS	Eligible Basis by Credit Type	
	Project Costs	30% and 70% PV Credit
Subtotal from Previous Page*	9,906,921	1,338,508
m. Total Commercial Costs*		
n. Total Dev. Costs less Comm. Costs (l-m)	9,906,921	
o. Reductions in Eligible Basis		
Subtract the following:		
1. Amount of Grant(s) used to finance Qualifying development costs		2,552,095
2. Amount of nonqualified recourse financing		
3. Costs of nonqualifying units of higher quality (or excess portion thereof)		0
4. Historic Tax Credits (residential portion)		0
5. Subtotal (o.1 through 4 above)	0	2,552,095
p. Eligible Basis (l minus o.5)		0
q. High Cost Area		
Adjust to Eligible Basis		
(ONLY APPLICABLE IF development is in a Census Tract or difficult development area)		
Adjustment Amount X 30%		
r. Adjusted Eligible Basis (p plus q)		0
s. Applicable Fraction		
(% of development which is low income)		
U Based on Unit Mix or Sq Ft. (Type U or SF)		88.33%
t. Total Qualified Basis (r multiplied by s)		0
u. Applicable Percentage		
(weighted average of the applicable percentage for each building and credit type)		7.95%
v. Maximum Allowable Credit under IRS sec 42 (t multiplied by u)		0
w. Combined 30% and 70% PV Credit	497,625	

\* Commercial costs are defined as those costs that are not eligible basis and are attributed to non-residential areas of the Development (e.g. retail area of mixed-use development).

**Note:** The actual amount of credit for the Development is determined by IHFA. If the Development is eligible for Historic Tax Credit, include a complete breakdown of the determination of eligible basis for the Historic Credit with the Application. If the Development's basis has been adjusted because it is in a high cost or qualified census tract, the actual deduction for the Historic Cost items must be adjusted by multiplying the amount by 130%. This does not apply to Historic Tax Credits.

footnotes:

## 2. Determination of Reservation Amount Needed



a. TOTAL DEVELOPMENT COSTS	\$ 9,906,921
b. LESS SYNDICATION COSTS	\$ 0
c. TOTAL DEVELOPMENT COSTS (a - b)	\$ 9,906,921
d. LESS: TOTAL SOURCES OF FUNDING EXCLUDING SYNDICATION PROCEEDS	\$ 5,915,978
e. EQUITY GAP (c - d)	\$ 3,990,943
f. EQUITY PRICING PERCENTAGE (Percentage of 10-year credit expected to be personally invested by you or raised as equity excluding syndication or similar costs to 3rd parties)	\$ 0.87
g. 10-YEAR CREDIT AMOUNT NEEDED TO FUND THE EQUITY GAP (e/f)	\$ 4,587,290
h. ANNUAL TAX CREDIT REQUIRED TO FUND EQUITY GAP (g/10)	\$ 458,729
i. MAXIMUM ALLOWABLE CREDIT AMOUNT	\$ 497,625
j. RESERVATION AMOUNT (Lesser of h or i)	\$ 458,729
k. TOTAL EQUITY INVESTMENT (anticipated for initial app)	\$ 3,990,943
l. DEFERRED DEVELOPER FEE	\$ 0
m. FINANCIAL GAP	\$ 0
1. CREDIT PER UNIT (j/Number of Units)	\$ 7645
2. CREDIT PER BEDROOM (j/Number of Bedrooms)	\$ 3208
3. COST PER UNIT a - (Cost of Land + Commercial Costs + Historic Credits) Total Number of Units	\$ 165,115

footnotes:

The undersigned hereby acknowledges that :

1. This Application form, provided by IHFA to applicants for funding, including the sections herein relative to basis, credit calculations and determinations of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of IHFA in reviewing the reservation requests; completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority;
2. The undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings; that it will in all respects satisfy all applicable requirements of federal tax laws and any other requirements imposed upon it by the IHFA; and that the IHFA has no responsibility that all or any funding allocated to the development may not be useable or may later be recaptured;
3. For purposes of reviewing this Application, IHFA is entitled to rely upon the representation of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relating to the determinations of qualified basis for the development as a whole and for each building therein individually as well as the amounts and types of credit applicable thereto, and that the issuance of a reservation based on such representations in no way imposes any responsibility on the IHFA for their correctness or compliance with IRC requirements;
4. The IHFA offers no advise, opinion or guarantee that the Applicant or the proposed development will ultimately qualify for or receive low-income housing tax credits, Multi-family tax exempt Bonds, HOME, 501( c)3 Bonds;
5. Allocations of funding are not transferable without prior written notice of the IHFA; and
6. The requirements for applying for funding and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or IHFA regulations, or other binding authority.
7. Applicant is submitting this Application on behalf of Owner, whether Owner has already been formed or is a to-be-formed entity.
8. Applicant represents and warrants to IHFA that it has all necessary authority to act for, obligate and execute this Application on behalf of itself and Owner, and to engage in all acts necessary to consummate this Application. Applicant further represents and warrants to IHFA that the signatories hereto have been duly authorized and that this Application shall be valid and binding act of the Applicant, enforceable according to its terms.
9. In the event the Applicant is not the Owner, Applicant represents and warrants to IHFA that it will take, and not fail to take, any and all necessary to cause the Owner to ratify and confirm and comply with the terms and conditions of this Application.
10. Applicant represents and warrants to IHFA that it will take any and all action necessary and not fail to cause the Developer to ratify and confirm and comply with the terms and conditions of this Application

Further, the undersigned hereby certifies that:

- a) All factual information provided herein or in connection herewith is true, correct and complete, and all estimates are reasonable;
- b) It shall promptly notify the IHFA of any corrections or changes to the information submitted to the IHFA in connection with this Application upon becoming aware of same;
- c) It is responsible for all calculations and figures to the determination of the eligible basis and qualified basis for any and all buildings and other improvements, and it understands and agrees that the amount of funding to be reserved and allocated has been calculated pursuant to and in reliance upon the representations made within;



- d) It will at all times indemnify and hold harmless IHFA against claims, losses, costs, damages, expenses and liabilities of any nature (including, without limitation, attorney fees and attorney fees to enforce the indemnity rights hereunder) directly or indirectly resulting from, arising out of or relating to IHFA's acceptance, consideration, approval or disapproval of this Application and the issuance or non-issuance of an allocation of funding in connection herewith.
- e) It shall furnish the IHFA with copies of any and all cost certifications made to any other governmental agency, including, but not limited to, cost certifications made to FmHA or FHA, at the time that such certifications are furnished to such other agency.
7. Applicant hereby authorizes IHFA and its successors, affiliates, agents and assigns to utilize in any manner and at anytime, any photograph, picture, or other medium (collectively "photographs") of the property covered by this Application, without limitation, in any and all matters, publications, or endeavors, commercial or noncommercial, undertaken directly or indirectly by IHFA at any time on or after the date of this Application without any limitation whatsoever. Applicant understands that: (1) it is relinquishing any and all ownership rights in any such photograph, picture or medium to IHFA; and (ii) it is relinquishing any and all legal rights that it may now or hereafter have to, directly or indirectly, challenge, question or otherwise terminate the use of the photograph by IHFA.
8. DISSEMINATION OF INFORMATION and AGREEMENT TO RELEASE AND INDEMNIFY. The undersigned for and on behalf of itself, the Development, Owner and all participants in the Development, together with their respective officers, directors, shareholders, members, partners, agents, representatives, and affiliates (collectively, "Applicant") understands, acknowledges and agrees that this and any application for Rental Housing Tax Credits ("Credits") (including, but not limited to, all preliminary final Applications, related amendments and information in support thereof and excepting personal financial information) are available for dissemination and publication to the general public.

In addition, as additional consideration for IHFA's review of its request for Credits, the Applicant does hereby release IHFA and its directors, employees, attorneys, agents and representatives of and from any and all liability, expense (including reasonable attorney fees) and damage that it may, directly or indirectly, incur because of such dissemination or publication, and the Applicant hereby agrees to indemnify and hold IHFA harmless of and from any and all such liability, expense or damage.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on this 12th day of August, 2005

**APPLICANT IS NOT OWNER**

\_\_\_\_\_  
Legal Name of Applicant

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for said County and State, personally appeared, \_\_\_\_\_  
(the \_\_\_\_\_ of \_\_\_\_\_), the Applicant in the foregoing Application for Reservation  
of \_\_\_\_\_ (current year) funding, who acknowledged the execution of the foregoing instrument as his (her)  
voluntary act and deed, and stated, to the best of his (her) knowledge and belief, that any and all representations  
contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name  
(title)

**APPLICANT IS OWNER**

BRIndy-II, LP

Legal Name of Applicant

By: \_\_\_\_\_

Printed Name: David Brint

Its: Agent, See attached Signature Block

<sup>ILLINOIS</sup>  
STATE OF ~~INDIANA~~ )  
 ) SS:  
COUNTY OF Cook \_\_\_\_\_ )

Before me, a Notary Public, in and for said County and State, personally appeared, David Brint  
(the Agent \_\_\_\_\_ of BRIndy-II, LP), the Applicant in the foregoing Application for Reservation  
of 2005 (current year) funding, who acknowledged the execution of the foregoing instrument as his (her)  
voluntary act and deed, and stated, to the best of his (her) knowledge and belief, that any and all representations  
contained therein are true.

Witness my hand and Notarial Seal this 12th day of August, 2005.

My Commission Expires:

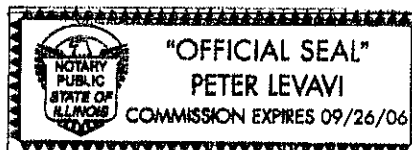
9/26/06

Peter Levavi  
Notary Public

My County of Residence:

Cook County, Illinois

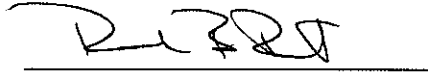
Peter Levavi  
Printed Name  
(title)



**Signature Block  
Brokenburr Phase IIA**

BRIndy-II, LP

By:

A handwritten signature in black ink, appearing to read 'David Brint', written over a horizontal line.

David Brint  
President, Brint Development, Inc.  
Member, Brinshore Development, LLC  
Member BRIndy-II, LLC  
General Partner, BRIndy-II, LP

## **Z. Statement of Issuer/Applicant (For Multi-family Tax Exempt Bonds only)**

The undersigned hereby acknowledges that :

1. This Application form, provided by IHFA to applicants for tax credits and tax-exempt bonds, including the sections herein relative to basis, credit calculations and determinations of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of IHFA in reviewing the reservation requests; completion hereof in no way guarantees eligibility for the credits or bonds or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority;
2. The undersigned is responsible for ensuring that the proposed bond issue will in all respects satisfy all applicable requirements of federal tax laws and any other requirements imposed upon it by the IHFA; and that the IHFA has no responsibility that all or any of the funds allocated to the Development may not be useable or may later be recaptured;
3. For purposes of reviewing this Application, IHFA is entitled to rely upon the representation of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relating to the determinations of qualified basis for the development as a whole and for each building therein individually as well as the amounts and types of credit applicable thereto, and that the issuance of a reservation based on such representations in no way imposes any responsibility on the IHFA for their correctness or compliance with IRC requirements;
4. IHFA may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested;
5. The IHFA offers no advice, opinion or guarantee that the Issuer or the proposed development will ultimately qualify for or receive funds;
6. Reservations of funds are not transferable without prior written consent of IHFA;
7. If the IHFA believes, in its sole discretion, that the Development will not be completed or that any condition set forth in the Application will not be satisfied within the required time period, or will become unsatisfied or will otherwise cause the Development to fail to qualify for a Bond allocation, the Issuer agrees that the IHFA may rescind and retrieve any funds allocated to the Issuer. The Issuer acknowledges that all terms, conditions, obligations and deadlines set forth in this Application constitute conditions precedent to any allocation of funds, and the Development's failure to comply with any of such terms and conditions shall entitle the IHFA, in its sole discretion, to deem the allocation canceled by mutual consent. After any such cancellation, the Issuer acknowledges that neither it nor the Development will have any right to claim funds. The IHFA reserves the right, in its sole discretion, to modify and/or waive any such failed condition precedent, so long as such waiver does not violate any Code requirements relating to the Development;
8. The requirements for applying for funds and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or IHFA regulations, or other binding authority; and
9. Reservations may be subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of the required Application and reservation fees.
10. Applicant is submitting this Application on behalf of Owner, whether Owner has already been formed or is to-be-formed entity.
11. Applicant represents and warrants to IHFA that it has all necessary authority to act for, obligate and execute this Application on behalf of itself and Owner, and to engage in all acts necessary to consummate this Application. Applicant further represents and warrants to IHFA that the signatories hereto have been duly authorized and that this Application shall be the valid and binding act of the Applicant, enforceable according to its terms.
12. In the event Applicant is not the Owner, Applicant represents and warrants to IHFA that it will take, and not fail to take, any and all action necessary to cause the Owner to ratify and confirm and comply with the terms and conditions of this Application.
13. Applicant represents and warrants to IHFA that it will take any and all action necessary and not fail to cause the Developer to ratify and confirm and comply with the terms and conditions of this Application.

Further, the undersigned certifies that :

- a) All factual information provided herein or in connection herewith is true, correct, and complete, and all estimates are reasonable;
- b) It shall promptly notify the IHFA of any corrections or changes to the information submitted to the IHFA in connection with this Application upon becoming aware of same;
- c) It is responsible for all calculations and figures relating to the determination of the eligible basis and qualified basis for any and all buildings and other improvements, and it understands and agrees that the amount of funds to be reserved and allocated has been calculated pursuant to and in reliance upon the representations made herein; and
- d) It will at all times indemnify and hold harmless IHFA against all claims, losses, costs, damages, expenses and liabilities of any nature (including, without limitations attorney fees and attorney fees to enforce the indemnity rights hereunder) directly or indirectly resulting from, arising out of or relating to IHFA's acceptance, consideration, approval or disapproval of this Application and the issuance or non-issuance of an allocation of funds in connection herewith.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Legal Name of Issuer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF INDIANA                    )  
                                                  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, in and for said County and State, personally appeared, \_\_\_\_\_  
(the \_\_\_\_\_ of \_\_\_\_\_), the Applicant in the foregoing Application for Reservation  
of \_\_\_\_\_ (current year) funding, who acknowledged the execution of the foregoing instrument as his (her)  
voluntary act and deed, and stated, to the best of his (her) knowledge and belief, that any and all representations  
contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name  
(title)